

# NAVAJO COUNTY BOARD OF SUPERVISORS

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RESOLUTION NO. 130-97

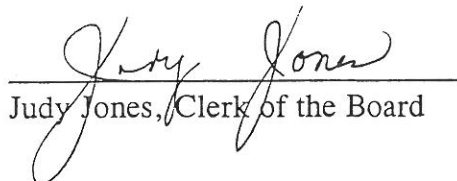
## RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS

The Board of Supervisors of Navajo County, pursuant to A.R.S. § 11-901, et seq does hereby approve the Intergovernmental "Project Agreement" with the Arizona State Department of Library, Archives and Public Records for Grant Number 97-II-8 - "Technology", in the amount of \$20,000 provided by the Library Services and Construction Act, as amended, to be matched with \$20,000 of local funds. Library District Director **Geneva Durkee** is authorized to execute this agreement on behalf of Navajo County.

ADOPTED, APPROVED AND PASSED by the Board of Supervisors of Navajo County the 1st day of December, 199 7.

  
Jesse Thompson, Chairman  
Navajo County Board of Supervisors

Certified under seal by

  
Judy Jones, Clerk of the Board

DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS  
LIBRARY SERVICES AND CONSTRUCTION ACT

TITLE II TECHNOLOGY AGREEMENT

**FY 97 — Navajo County Library District**

This Agreement is made and executed by and between the State of Arizona Department of Library, Archives and Public Records ("Department") acting under authority of A.R.S. §41-1336, and the **Navajo County Board of Supervisors** ("Political Subdivision") acting under the authority of A.R.S. § 11-901, et seq for the **Navajo County Library District** ("Library"). The parties intend that the Library administer certain functions, hereinafter described.

- I. The purpose of this Agreement is to enhance library services which the Library provides to the people of the **County of Navajo**.
- II. The parties agree that the Library will:
  1. Spend the monies allocated under this Agreement only for the following project:

**Grant # 97-II-8 — "Technology"**

The application for this grant is made a part of this agreement.

2. Expend local matching funds of at least 50% of the total construction costs for the above entitled project.
3. Perform public library construction as described in its application for funding to include scheduling, expenditures, specifications and all other required LSCA Title II Grant Requirements, subject to monitoring. All changes in scheduling, expenditures, design and specifications are subject to prior approval by the Department.
4. Comply with all federal and state laws and regulations applicable to this program. These include, but are not limited to, 20 U.S.C § 351 et. seq. (Public Library and Construction Act), 34 CFR Part 770 (Federal Regulations pertaining to the LSCA), 34 CFR Parts 74 through 86 (Education Department General Administrative Regulations), the Basic State Plan (which is an agreement between the State of Arizona and the federal government under the LSCA), and A.R.S. §§ 41-1331 through 41-1353. The **Navajo County Library District** shall not discriminate against any employee, or applicant for employment, in violation of Federal Executive Order 11246, State Executive Order 75-5 or A.R.S. §§ 41-1461 through 1465.
5. Indemnify the Department and the State of Arizona and hold them, their officers, agents and employees harmless against any and all liability, loss, damages, costs and expenses of any kind, for or on account of any and all suits, claims, actions or damages brought or sustained by any person or property by virtue of any alleged act, omission, fault, mistake or negligence of Library, its employees, agents representatives or subcontractors and their employees, agents, representatives or subcontractors in connection with or incident to the performance of this Agreement.

6. All promotional materials, press releases, bibliographies, reports, and other such publications resulting from an LSCA grant project, must contain the following acknowledgement:

*"This project was funded in part with funds granted by the Department of Library, Archives and Public Records under the Library Services and Construction Act, State Administered Program, as amended."*

III. The parties further agree that this project will be administered by the Department, and that such administration will consist of:

1. Providing the Library a maximum amount of **\$ 20,000** (total amount not to exceed 50% of the total project costs) for the above-described project; provided, however, that this obligation is contingent upon the Department's receiving LSCA funds which the Department determines may be properly used for payment of the grant under this Agreement.
2. Monitoring project progress and making status and project completion reports to the federal government.
3. Rendering assistance as may be needed to promote the success of the project.

IV. The parties further agree that:


1. This Agreement takes effect when filed with the Secretary of State and terminates on **September 30, 1998**, except that upon written request of the Library and written approval of the Department, the Agreement may be extended.
2. Pursuant to A.R.S. § 38-511, this Agreement is subject to cancellation, within three years after its execution, without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
3. The Library may terminate this Agreement upon thirty (30) days written notice to the Department. In the event of such termination, the Library will not commit any additional funds pursuant to this Agreement and will promptly return any uncommitted funds in its possession to the Department.
4. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. § 12-1518.

In Witness Whereof, the Department and the Library have caused this Agreement to be executed.

DEPARTMENT (DLAPR):

POLITICAL SUBDIVISION:

\_\_\_\_\_  
(Authorized Signature)

  
(Authorized Signature)

Director

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Department of Library, Archives and Public Records

\_\_\_\_\_  
(Political Subdivision)

\_\_\_\_\_  
(Date)

12-1-97  
(Date)

Certified by the Attorney for the **Navajo County Library District** that this Agreement is in the proper form and within the powers and authority of the **Navajo County Library District**.

  
Attorney for the Navajo County Library District

This 25 day of November, 19 97.

Pursuant to A.R.S. § 11-952, the undersigned Assistant Attorney General has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Department of Library, Archives and Public Records.

GRANT WOODS, ATTORNEY GENERAL  
BY:

\_\_\_\_\_  
Assistant Attorney General

This \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.